

PEARSON, J.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

WESTERN DIGITAL TECHNOLOGIES, INC.,)	
)	CASE NO. 5:17CV2653
)	
Plaintiff,)	
)	JUDGE BENITA Y. PEARSON
v.)	
)	
XYZ CORPORATION, <i>et al.</i> ,)	
)	
Defendants.)	<u>PERMANENT INJUNCTION</u>

On May 8, 2019, the Court entered summary judgment against Aiting Li as to liability and dismissed all remaining Defendants. [ECF No. 55](#). The parties represent that they have agreed to consent judgment with respect to Western Digital's allegations of trademark infringement in violation of [15 U.S.C. § 1125\(a\)](#). As part of their agreement, they consent to a permanent injunction. The Court agrees that an injunction is appropriate, and the Court's findings of fact¹ and conclusions of law are set out as follows:

1. This Court has jurisdiction over the subject matter of this case and jurisdiction over Defendant Aiting Li.
2. Venue is proper in this District pursuant to [28 U.S.C. § 1391\(b\)](#).
3. Western Digital is the owner of the famous Western Digital mark, and variations thereof in the United States and abroad, including Western Digital® (Reg. No. 3,040,756), WD® (stylized) (Reg. No. 3,130,924), WD® (Reg. No. 3,062,297), WD GOLD® (Reg. No. 5,288,821), WD GREEN® (Reg. No. 4,448,552), WD BLACK® (Reg. No. 4,448,551), WD RED® (Reg. No. 4,419,400), WD BLUE® (Reg. No. 4,448,549), WD PURPLE® (Reg. No. 4,680,076), among other similar

¹ All findings of fact are stipulated to by the parties. [ECF No. 58](#).

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trademark registrations (collectively, the “Western Digital Marks”). Each trademark registration is valid and subsisting, and U.S. Reg. Nos. 3,040,756, 3,130,924 and 3,062,297 are incontestable. Western Digital also owns the HGST brand, and for purposes of this Agreement, any HGST marks shall be considered “Western Digital Marks.”

4. Defendant Aiting Li distributed in commerce at least 400 hard drives bearing counterfeit Western Digital Marks.
5. On May 8, 2019, the Court found Aiting Li liable for trademark infringement under [15 U.S.C. § 1125\(a\)](#).
6. In view of the Court’s order the parties have reached a settlement of the remaining issues in the case, which settlement includes this permanent injunction.

In view of the above findings of fact and conclusions of law, it is hereby ORDERED, pursuant to [Fed. R. Civ. P. 65](#), that Defendant Aiting Li and her respective officers, agents, servants, employees, attorneys, and all others in active concert or participation therewith, are hereby enjoined and restrained from:

- A. using the Western Digital Marks or any reproduction, counterfeit, copy or colorable imitation of the Western Digital Marks in connection with the manufacture, distribution, advertisement, offer for sale and/or sale of products not authorized by Western Digital, or in any manner likely to cause others to believe that the counterfeit hard drives and counterfeit labels are connected with Western Digital or the genuine Western Digital Marks;
- B. passing off, inducing, or enabling others to sell or pass off any goods which are not genuine Western Digital goods as and for genuine Western Digital goods;
- C. importing, shipping, delivering, holding for sale, distributing, returning, transferring, or otherwise moving or disposing of in any manner such hard drives or packaging falsely bearing one or more of the Western Digital Marks or any reproduction, counterfeit, copy, or colorable imitation of the same;
- D. assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in the above paragraphs (A) and (C); and

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- E. Nothing in the Order shall prohibit Defendant, or any of her officers, agents, servants, employees, and those persons in active concert or participation with Defendant, from selling or offering to sell products bearing genuine Western Digital Marks.

This Permanent Injunction shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors, assigns, and acquiring companies.

By consent of the parties, the Court shall retain jurisdiction of this action for the purpose of enforcing this Permanent Injunction.

IT IS SO ORDERED.

June 7, 2019
Date

/s/ Benita Y. Pearson
Benita Y. Pearson
United States District Judge